

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") dated July 31, 2020, by and between TEAM IMPORTS, LLC ("Assignee"), Hartford Auto Group, Inc. ("Assignor" or "Tenant"), New Park Avenue Associates, LLC (the "Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain lease (the "Lease") on or around September 1, 2016, whereby the Tenant leased from the Landlord the premises more specifically identified as 412 New Park Avenue, Hartford, Connecticut 06110 (the "Premises"); and

WHEREAS, the Assignor currently operates a Mitsubishi franchised automobile dealership (the "Dealership") from the Premises; and

WHEREAS, the Assignee has purchased the assets of the Dealership from the Assignor and, in connection with the Assignee's purchase of the assets of the Dealership, Assignee desires to assume, and Assignor desires to assign, the Lease to Assignee.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, the parties agree as follows:

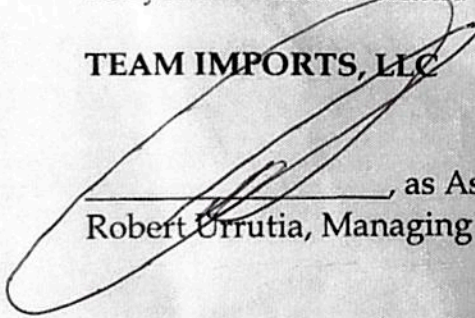
1. Effective as of the date hereof, Assignor hereby assigns to Assignee all of its right, title and interest under the Lease. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including but not limited to reasonable attorneys' fees, arising as a result of Assignor's breach of terms of the Lease on or prior to the date hereof.
2. Effective as of the date hereof, Assignee hereby assumes all of the Assignor's obligations under the Lease. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including but not limited to reasonable attorneys' fees, arising as a result of Assignee's breach of the terms of the Lease after the date hereof.
3. The Landlord hereby consents to this Assignment and hereby agrees to solely look to Assignee for a default under the Lease as of the date hereof. To the best of Landlord's knowledge, Assignor is currently not in default under this Lease. Pursuant to Article 10.1 of the Lease, the execution of this Assignment by Assignor, Tenant and Landlord shall constitute the necessary consents and authorizations to allow Assignor to assign, and for Assignee to assume, the Lease.

- By their respective execution hereof, the Landlord, Tenant Assignor acknowledge and represent that the Lease and Lease are in full force and effect. Further, the Landlord and Assignor acknowledge and represent that neither Party is in breach of the Lease.
5. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
 6. All capitalized terms used herein, but not defined, shall have the meanings given to such terms in the Lease.
 7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

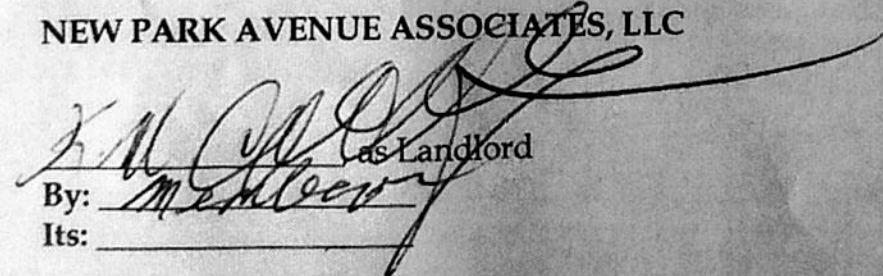
TEAM IMPORTS, LLC

HARTFORD AUTO GROUP, INC.


_____, as Assignee
Robert Urrutia, Managing Member

_____, as Assignor/Tenant
John Moadlo, President

NEW PARK AVENUE ASSOCIATES, LLC


_____, as Landlord
By: _____
Its: _____